

## TOWN OF BREWSTER

### BID SPECIFICIATIONS FOR THE REFURBISHMENT & REMOUNT OF A TYPE III CLASS I AMBULANCE

#### 1.0      Receipt and Opening of Bids

Sealed bids addressed to the Office of the Board of Selectmen, Town Hall, 2198 Main Street, Brewster, MA 02631 and endorsed "**Refurbishment & Remount of Fire Department Ambulance Vehicle**" will be received at the Office of the Board of Selectmen until **2:00 PM on December 28, 2011** at which time and place all bids will be publicly opened and read aloud.

#### 2.0      Bids

2.1            All bids must be made on the provided bid proposal forms. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid proposal form must be complete and executed when submitted. Two copies of the bid proposal forms are required.

2.2            Each bid which includes completed bid proposal; the bid deposit; the non-collusion affidavit; the revenue enforcement and protection certification shall be submitted in a sealed envelope addressed to the Office of the Board of Selectmen. Each sealed envelope containing a proposal must be plainly marked on the outside as "**Refurbishment & Remount of Fire Department Ambulance Vehicle**" and the envelope shall be bear on the outside the name and address of the bidder.

2.3            If forwarded by mail, the sealed envelope containing a bid must be enclosed in another envelope addressed to the Office of the Board of Selectmen, Town Hall, 2198 Main Street, Brewster, MA 02631.

2.4            Any bids may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bids received after the time and date of the bid opening shall not be considered.

#### 3.0      Bid Deposit (Not Applicable for the Fire Ambulance Vehicle Bid)

3.1            Each bid shall be accompanied by a bid deposit in the form of a bid bond, or cash, or a certified check, or a treasurer's or cashier's check issued by

a responsible bank or trust company, payable to the Town of Brewster. The amount of such bid deposit shall be five percent (5%) of the value of the bid.

3.2 Bid deposits, except those of the three lowest responsible and eligible bidders, shall be returned within ten business days after the bid opening. When the contract is executed, the bid deposits of the remaining bidders will be returned.

#### 4.0 Collusion Agreements

4.1 Each bidder shall execute an affidavit substantially in the form provided with the bid proposal form, to the effect that the bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

4.2 Failure on the part of the bidder to observe this provision shall be cause for rejection of this bid.

#### 5.0 "REAP" Certification

5.1 Each bidder shall execute an affidavit, substantially in the form provided with the bid proposal form, to the effect that, pursuant to M. G. L., C. 62C, S. 49A, he or she has complied with all laws of the Commonwealth of Massachusetts relating to the payment of taxes.

5.2 Failure on the part of the bidder to observe this provision shall be cause for rejection of his bid.

#### 6.0 Interpretations and Addenda

6.1 In general no answer will be given to the prospective bidders in reply to an oral question if the question involves an interpretation of the intent and meaning of the drawings or other contract documents. Any information given to bidders other than by means of drawings and other contract documents, Town including addenda, as described below, is given informally for the information and convenience of the bidder only and is not guaranteed.

6.2 To receive consideration such questions shall be submitted in writing to and received by the Town at least five (5) days before the established date for receipt of bids. Every interpretation made to a bidder will be in the form of an

addendum to the contract documents and when issued will be on file in the Board of Selectmen's Office. In addition all addenda will be mailed to those prospective bidders known to have contract documents.

## 7.0 Use of Separate Forms

This bid package includes a copy of the Standard Contract for the Town of Brewster. These are for the convenience and knowledge of the bidder and are not to be filled out or executed.

## 8.0 Corrections

Erasures or other changes in the bid proposal must be explained or noted over the signature of the bidder.

## 9.0 Withdrawal of Bids

9.1 Except as hereinafter otherwise expressly provided, once a bid is submitted and received by the owner for consideration and comparison with other bids similarly submitted, the bidder agrees that he or she may not and will not withdraw it within thirty (30) business days after the actual date of the opening of bids.

9.2 Bids may be withdrawn on written or telegraphic (or "faxed") request, dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation of any telegraphic (or "faxed") withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the bid opening. The bid deposit of any bidder withdrawing his or her bid in accordance with this provision will be returned promptly.

## 10.0 Award of Contract/Rejection of Bids

10.1 The contract will be awarded to the lowest responsible and eligible bidder, provided: such bidder possesses the skill, ability and integrity necessary for the faithful performance of the work. The Town reserves the right to reject any and all bids and waive any informality in bids received whenever such rejection or waiver is in its best interest.

The award of the contract will be made within thirty (30) calendar days after approval by the Town.

## 11.0 Equal Employment Opportunity

Attention of bidders is called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

## 12.0 Wage Rates (Not Applicable for Fire Ambulance Vehicle Bid)

Minimum wage rates have been established for this project by the Commonwealth of Massachusetts. The State wage determinations are included in these contract documents. It is the responsibility of the contractor, before the bid opening, to request, if necessary, any additional information on wage rates for those tradespeople who are not covered by the applicable State Wage Decision, but who may be employed for the proposed work under this contract.

## 13.0 Massachusetts Sales Tax Exemption

Materials and equipment purchased for permanent installation in this project will be exempt from the Massachusetts Sales and Use Tax. The exemption certificate number will be furnished to the contractor. Each bidder shall take this exemption into account in calculating their bid for this work.

## 14.0 Execution of Agreement / Performance and Payment Bond (Not Applicable for Fire Ambulance Vehicle Bid)

14.1 Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the owner an agreement of the form included in the contract documents in such number of copies as the owner may require.

14.2 Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph 14.1 above, furnish a Performance Bond and also a Labor and Materials or Payment Bond, each in the sum of one hundred percent (100%) of the contract price, as security for the faithful performance of the contract and for the payment of all persons, firms or corporations to whom the contract may become legally indebted, for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. Such Bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, the date of the contract. The current power of attorney for the person who signs for any surety company shall be attached to such company listed in the latest issue of the U. S. Treasury Circular 570 and the penal sum shall be within the maximum specified for such company in said Circular 570.

14.3 The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature or within such extended period as owner may grant based upon reasons determined sufficient by the owner, shall constitute a default and the owner may either award the contract to the next lowest responsible bidder or re-advertise for bids and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Deposit. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against owner for a refund.

## 15.0 Insurance

A certified statement by the authorized representative of the bidder verifying that both the contractor and his/her subcontractor(s) carry, in equal amounts,

the following types of insurance coverage and minimum limits of liability throughout the life of the contract:

--Workers' Compensation	As required by State Statute
--Public Liability and Property Damage	
Bodily Injury or Death - Each Person	\$ 500,000
Bodily Injury or Death - Each Accident	\$1,000,000
Property Damage - Each Accident	\$ 500,000
Property Damage - Aggregate	\$1,000,000
--Automobile and Truck Liability	
Bodily Injury or Death - Each Person	\$ 500,000
Bodily Injury or Death - Each Accident	\$1,000,000
Property Damage - Each Accident	\$ 200,000
Property Damage - Aggregate	\$ 500,000
--Professional Liability (where applicable)	\$1,000,000

The Insurance Statement should indicate the type, amount, class of operations covered, effective dates and dates of expiration of policies.

## 16.0      General Guaranty

16.1            Neither the certificate of completion nor the provision in the Contract Documents nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date upon which the certificate of completion is filed with the Owner.

16.2            Neither the foregoing nor any provision of these Contract Documents, nor any special guaranty time limits, shall be held to limit the Contractor's liability for defects, to less than the legal limits of liability in accordance with the law of the place of construction.

16.3           It is hereby, however, specifically agreed and understood that this guaranty shall not include any repairs made necessary by any cause or causes other than defective work or materials.

<b>TECHNICAL SPECIFICATIONS FOR THE REFURBISHMENT/REMOUNT OF AN EXISTING TYPE III CLASS 1 AMBULANCE</b>
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1. It shall be noted that the Brewster Fire Department is seeking to remount / refurbish an existing 2005 Ford E450 Life Line Emergency Vehicles "Superliner" Type III, Class I Ambulance. Extensive time has been put into preparing the attached specifications as they relate to the needs of the department and also to match the existing fleet of apparatus and the interior components of same. It is the belief of this department that any item(s) that have a "life cycle" should be replaced to insure the reliability of the remounted / refurbished vehicle.

- **Bidder Understands and Will Supply Exactly As Written?    Y ES            NO**

2. Any exceptions, variations, deviations and clarifications to these specifications must be set forth on an attached sheet entitled "**EXCEPTIONS / CLARIFICATIONS TO THE SPECIFICATIONS**" and made part of the bid. They should include a full description as they are referred to in the bid specifications. The Purchaser will evaluate each exception / clarifications taken. The Purchaser reserves the right to accept or reject each exception taken as it applies to the specified item(s). If no exceptions are indicated and the department accepts the bid, the vehicle must be delivered exactly as specified.

- **Bidder Understands and Will Supply Exactly As Written?    YES            NO**

3. General statements taking total exception to these specifications shall result in an interpretation of being non-responsive and ineligible for consideration, and will be automatically rejected.

- **Bidder Understands and Will Supply Exactly As Written?    YES            NO**

4. The vehicle shall be delivered under its own power to assure adequate break-in while under warranty. It shall first be transported to the local service facility, where final inspection and preparation will be performed. The vehicle will then be delivered to the Town of Brewster Fire Department. Prior to delivery of the vehicle all necessary service / prep work, installation of desired tools/ equipment and cleaning / detail shall be performed. The Brewster Fire Department reserves the right to suspend acceptance of the vehicle until final inspection and approval is provided to the manufacturer.

- **Bidder Understands and Will Supply Exactly As Written?    YES            NO**

5. Upon delivery to the Brewster Fire Department the vehicle must comply with all applicable Massachusetts State requirements for use as a Type III, Class I Emergency Medical Vehicle and pass an O.E.M.S. inspection as such.

• **Bidder Understands and Will Supply Exactly As Written? YES NO**

6. To insure the Purchaser that the selected bidder conducts a continued program of safety compliance with all applicable Federal Motor Vehicle Safety Standards (FMVSS) in existence at the time of manufacture, the bidder must hold and submit a copy at the time of the bid opening, a current certificate from the Chassis Manufacturer certifying them as a "Qualified Vehicle Modifier" or "QVM" member.

• **Bidder Understands and Will Supply Exactly As Written? YES NO**

7. The bidder must own and operate a full service facility within **One hundred (100) geographical miles** of the Purchaser and be staffed by full-time technicians. Service facility locations are for the ambulance conversion. Technicians **MUST** be factory trained in the operation and repair of all the equipment supplied with full authorization from the manufacturer. The facility shall maintain an inventory of major system parts including major parts, electrical items, hardware, etc., and shall offer on-site or mobile service. Also, the facility shall offer services including collision repairs, paint shop, as well as training. **SERVICE IS CRITICAL.** The ability of the bidder to provide prompt and capable future service for the equipment supplied will be considered a major factor in determining the award of this bid. Bidder shall state in their bid what costs, if any, the on-site service or mobile services will be.

• **Bidder Understands and Will Supply Exactly As Written? YES NO**

8. All existing original manufacturer (Life Line Emergency Vehicles) warranties shall remain valid. Included at minimum are Lifetime modular body and 15 year cabinet warranty. All bidder's shall provide a written document from Life Line stating that their remount / refurbish processes do not void any of the remaining warranties on the module body.

• **Bidder Understands and Will Supply Exactly As Written? YES NO**

9. The remounted vehicle shall include a 2 year / 24,000 mile bumper to bumper warranty. The warranty shall cover paint, electrical and conversion.

• **Bidder Understands and Will Supply Exactly As Written?**      **YES**      **NO**

10. CHASSIS AND EQUIPMENT

- \*2010 Ford E-450 Superduty cutaway cab and chassis.
- \*"XL" trim level.
- \*Ambulance Prep Package (47A).
- \*158" wheelbase / 100" (CA) cab to axle.
- \*14,500 Lb. G.V.W.R.
- \*Front Axle: 5,000 LB capacity.
- \*Rear axle: 9,500 LB capacity. 4:10 to 1 ratio to include limited slip.
- \*6.0L direct injection turbocharged diesel, V-8.
- \*Dual 110- Amp internally regulated and rectified alternators.
- \*Engine Block Heater.
- \*Electronic 5-speed automatic "TorqueShift" transmission.
- \*Heavy-duty shock absorbers front and rear.
- \*Front suspension shall be coil springs.
- \*Rear suspension shall be leaf springs.
- \*Front OEM anti-sway bar.
- \*Four wheel disc brakes.
- \*Four wheel anti lock brake system (ABS).
- \*Foot actuated parking brake.
- \*Power steering.
- \*Tilt wheel and five-inch stroke collapsible steering column.
- \*High back captain's chairs with gray cloth upholstery and armrests. .
- \*OEM heavy duty rubber floor covering.
- \*OEM cloth headliner with sun visors, and padded dash.
- \*Convenience Features: intermittent windshield wipers, day/night windshield mounted mirror, headlight warning chime, interior light door switches, inside hood release, and cigarette lighter.
- \*AM/FM/CD cab radio.
- \*LT 225/75R X 16E radial tires. Seven (7) wheels and tires to include spare tire and rim. Spare tire to be shipped loose.
- \*Cruise control.
- \*Chrome front bumper and grille.

- \*Dual electric horns.
- \*Auxiliary heater – A/C converter package.
- \*Heavy duty radiator.
- \*Engine oil cooler.
- \*Driver / passenger airbags.
- \*Power cab door locks.
- \*Power cab door windows.
- \*Aerodynamic halogen headlamps.
- \*Daytime running lights.
- \*55-gallon fuel tank.
- \*Fuel / water separator.
- \*Dual arm style cab mirrors. Mirrors shall be remote controlled.

- **Bidder Understands And Will Supply Exactly As Written? YES NO**

#### 11. MODULE CONVERSION AND EQUIPMENT

Base Remount Requirements:

The base module remount shall include the following:

- \*Remove existing module from existing 2005 Ford E450 chassis. The module shall be mounted on a 2010 Ford E450 chassis. Included shall be all required upgrades to ensure acceptance of the module onto the new chassis.
- \*Install new body mounts and bolts.
- \*Install new cab / module body gasket. The gasket shall be painted to match the module.
- \*Install new wheelwell stainless steel fender rings to match existing.
- \*Transfer to front cab switch panel and related accessories to accommodate new cab. If cab switch panel / console can not fit chassis a new one shall be provided and installed. The design shall match present vehicles cab console.
- \*Install new steel heat shields between the chassis muffler and the modular body. Steel shields shall also be installed at any location where the exhaust system is less than three inches from the modular body.
- \*Chassis and module shall be undercoated per Ford QVM guidelines.
- \*The standard OEM rear axle sway bar shall be removed and replaced with an IPD / RoadMaster anti-sway bar.
- \*Re-install rear bumper on new chassis. Modify as needed to accommodate new chassis.

- **Bidder Understands And Will Supply Exactly As Written? YES NO**

12. Module Exterior Compartments:

The exterior compartments shall include the following:

- \*Install new door gasket.
- \*Install new compartment door back screws and cage nuts to secure diamond plate door panels to the compartment door.
- \*Install new door Red reflectors.
- \*Install new door cables, pulleys and rotary gear latches.
- \*Install new exterior door handles.
- \*The exterior streetside front compartment shall be modified to meet existing 2010 vehicle. Included shall be the removal of the existing shelf and full height divider. A new shelf shall be provided and installed full width of the compartment directly above the main oxygen tank bracket. A 2" wide seat belt style strap shall be installed on the left wall to secure the contents in the compartment.
- \*Existing diamond plate door panels shall remain as is unless otherwise directed by Brewster Fire Department.
- \*Exterior compartment Rhino lining material shall not be altered unless severe scratches are thru the Rhino lining material.
- \*Install new stainless steel lower panels to (3) module entry doors; (1) panel per door.
- \*Install new gas charge door pistons for all compartments and side entry door.
- \*Install new Cast Products, Inc. "Grabbers" on the rear module entry doors.
- \*Install new recessed compartment lights.
- \*Reuse existing compartment shelves.
- \*Install new Dri-Dek compartment matting.
- \*Install new power door locks in exterior compartments and entry doors. Includes new remote unlock switches.

• **Bidder Understands and Will Supply Exactly As Written?    YES    NO**

13. Module Exterior Requirements:

The exterior requirements shall include the following:

- \*Install new rub rail to match existing rub rail assembly.
- \*Install new wheelwell stainless steel fender rings to match existing.
- \*Install new diamond plate front stone guards.
- \*Install new rear diamond plate lower kick panel.
- \*New cab running boards with grip insert and rubber mud flaps shall be provided and installed.
- \*Supply and install new Whelen Super LED lighting with chrome trim ring(s). Shall include all emergency and non-emergency lighting. Includes all Whelen 900, 700, 600,

500 series light heads. No additional light heads to be included unless otherwise directed by Brewster Fire Department.

\*Supply and install new Whelen 9000 series flush mount front custom light bar. Included shall be eight (8) Whelen 400 series RED Super LED flashers, two (2) Whelen 400 series Clear Super LED flashers, and a center Whelen FX795H Infrared Opticom. The Red LED flashers shall be wired to the existing front switch panel "Front Lightbar" switch / circuit. The clear LED flashers shall be wired to the existing front switch panel "PRI/SEC" switch / circuit. The Opticom shall be wired to the existing front switch panel "Opticom" switch / circuit. The Opticom shall be wired to the park/neutral feature of the new cab / chassis.

\*Install new Whelen cab grille lights to meet standards of chassis. Lights shall be Whelen 500 series Super LED.

\*Install additional set of Whelen 500 series Red Super LED lights in the grille area. The lights shall be wired to the existing front switch panel "Wig Wag" switch / circuit. OEM wig wag headlights shall not be provided due to QVM requirements.

\*Install new module windows. Windows shall include bronze tint applied within the actual glass. All windows shall meet current vehicles window style.

\*Install new Whelen 24-diode LED side and rear scene/load lights. Six (6) lights total. Appropriate chrome flanges shall be included.

\*Install new Cast Products, Inc. SAD4319 / SAP4319 siren speaker assembly in new chassis.

\*Install Whelen "OS" series LED marker / ICC lighting. Included shall be Whelen chrome trim housings.

\*Install new drip rails above entry doors and exterior compartments. All drip rails shall be taped on.

\*Install new CPI fuel fill housing on the streetside of the module.

\*Install new Phoenix polished stainless steel wheel covers.

\*Install new "Air Max" valve extenders for filling of the inside dual rear tires at the wheel hub covers.

\*Install additional wide angle convex mirrors. The mirrors shall be installed and attached to the upper and lower telescoping OEM arms on each side of the cab.

\*Install new OnSpot Tire Chains. Includes new wheel assemblies, air line, compressor and cab activation switch.

\*Supply / install 2" engine hourmeter mounted on the driver's side of the existing cab switch panel / console.

\*Install new Cast products, Inc. rear license plate bracket with LED lighting.

\*Install new Cast products, Inc. module body vents, (3) total, part #VC00004-1.

- **Bidder Understands And Will Supply Exactly As Written? YES NO**

14. Paint / Striping Requirements:

The exterior paint requirements shall include the following:

\*DuPont Imron paint. Follow paint manufacturer's guidelines for painting of the entire vehicle.

\*Media blast entire module to bare metal.

\*Perform minor body work and seam seal all joints.

\*Repaint the entire module, including all doors Red. Red paint to match existing color of fleet.

\*Install new 3M Reflective White striping to match existing vehicle(s). Includes (2) 1" wide White stripes and one (1) 6" wide White reflective stripe.

\*Install new Coburn simulated gold leaf lettering with Black outline. Shadow to match existing fleet. All lettering shall include clear vinyl installed to protect the edges of the lettering. Included shall be all lettering, vehicle numbers, CMed numbers, and installation of the Star of Life, Ambulance decals, and American flag decals per department requirements. Lettering shall be identical to existing fleet.

\*Repaint the entire cab to match vehicle paint scheme. Included shall be removing all exterior doors, fenders and hood to allow maximum and efficient painting to be applied.

• **Bidder Understands And Will Supply Exactly As Written?    YES            NO**

15. Electrical Requirements:

The vehicles electrical system requirements shall include the following:

\*Install new underhood harnesses.

\*Modify cab / module harnesses to accommodate new chassis.

\*Install new magnetic door switches to meet current switches.

\*Install new circuit breakers, relays and solenoids in present electrical system.

\*Refurbish, as needed, front and both rear switch panels.

\*Test and certify electrical system per KKK requirements.

\*Install new battery cables.

\*Install (3) new OEM batteries in existing slide-out battery compartment.

\*Install new Kussmaul Auto Eject shoreline. Cover shall be White.

\*Install new Whelen "OS Series LED marker light above shoreline. Color to be Amber.

\*Install new 18" fluorescent light in action area.

\*Install new Vanner 1050 watt inverter / 55 amp battery charger. Includes new indicator panels. The existing inverter shall be returned to Brewster Fire Department.

\*Install new Whelen #86CE1 interior dome lights, eight (8) lights total.

\*Install new fluorescent lighting in the module ceiling, includes (4) 18" Thin Lite assemblies.

\*Install new Whelen "OS" series clear step well light.

- \*Install new PIAA #1451 halogen fog lights in chassis bumper.
- \*Install (3) new exterior entry door LED lights, Truck Lite model #60 Red LED.
- \*Install new Trintec clock. The clock shall operate from a "AA" battery and shall include electroluminescent lighting. The clock mounting shall be designed to allow easily removing from the surface (install with fast lead fasteners).
- \*Install new 115V AC outlets.
- \*Install new 12V outlets.
- \*Add (2) additional 12V and (2) additional 115V outlets in the vehicle (1) 12V and 115V outlets to be installed in the right front stack area next to existing outlets and (1) 12V and 115V outlet shall be installed in the telemetry area.
- \*Reuse existing cab handheld spotlight.
- \*Reuse existing Whelen 2" round Open Door and Emergency Brake LED lights in cab.
- \*The existing radios to be re-installed and working upon delivery. Reuse existing antennas and antenna cables.

• **Bidder Understands And Will Supply Exactly As Written? YES NO**

16. Interior Requirements:

The vehicles interior requirements shall include the following:

- \*Install new floor. Flooring shall be Lonseal, inc. "Lonplate I" (large diamonds) #165 Sapphire Blue.
- \*Replace all heater and air conditioning hoses.
- \*Replace all Plexiglas on cabinets.
- \*Replace all felt track for sliding cabinet doors.
- \*Repair minor Formica laminate repairs as needed.
- \*Repair the hole in the Formica next to the side CPR seat (aft portion) due to existing power cord from BP machine to existing 12V outlet in the lower telemetry area.
- \*Replace entire suction system and re-test. Included shall be new pump, suction canister, canister holder regulator and quick disconnect outlet.
- \*Replace entire HVAC unit in the upper portion of the right front stack area.
- \*Replace headliner.
- \*Install new vinyl seat cushions. All backrest and bumper cushions shall be replaced as needed.
- \*Replace all oxygen hoses and outlets.
- \*Retest and certify the oxygen system.
- \*Supply/install new EVS attendant/child seat.
- \*Supply and install, as directed by Brewster Fire Department, CAS 740 blood pressure machine or alternate as agreed to by the vendor and Brewster Fire Department. The unit shall be wired to the outlets in the telemetry area.

- \*Install new gas charged piston hold open devices for cabinets and seat lids.
- \*Supply and Install new Stryker model 6500 POWER PRO AMBULANCE floor cot mounts in patient compartment floor.
- \*Install (2) new Ferno Washington Model #521 portable oxygen bottle brackets in existing location.

• **Bidder Understands And Will Supply Exactly As Written?   YES   NO**

17. Reflective Striping/Taping:

- \*Install no less than 60 square inches of reflective 3M striping on interior of each body module access door. Color scheme shall be red/white.
- \*Install 3M reflective tape on all exterior rear portions of body module. Color scheme shall be red/white. Design shall be approved by the Brewster Fire Department prior to installation.

**Bidder Understands And Will Supply Exactly As Written?   YES   NO**

**Brewster Fire Department  
Fire Ambulance Vehicle  
Bid Form**

Bidders Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**1. Bid for completion of specified work:** \_\_\_\_\_ Dollars  
( \$ \_\_\_\_\_ )

**2. OPTIONAL PRICING:**

a. Change side and rear scene / load lights to Whelen 24-diode LED, 6 lights total.

*Option Cost:* \$ \_\_\_\_\_

b. Supply / install new EVS attendant / child seat, in lieu of using existing seat.

*Option Cost:* \$ \_\_\_\_\_

**3. Number of days required to construct the vehicle from the date of the execution of the contract:** \_\_\_\_\_

**4. Any deviations, please list:** \_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix A**  
**CERTIFICATE OF NON-COLLUSION**

The undersigned hereby certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals. This bid or proposal is made without any connection or consultation with any other person making any bid or proposal for the same work.

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name of person signing bid or Proposal)

\_\_\_\_\_  
(Name of Business)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(Business phone number)

**Appendix B**  
**Revenue Enforcement and Protection Statement**

The Department of Revenue under the provisions of the Revenue Enforcement and Protection Program has directed the Town to have each provider of goods, services or real estate receiving \$5,000 or more sign the attestation clause below:

Pursuant to M.G.L. Ch. 62C, Sec. 49A, and M.G.L. Ch.151A, Sec. 19A,  
I, \_\_\_\_\_, authorized

signatory for \_\_\_\_\_, with

principal place of business at \_\_\_\_\_

\_\_\_\_\_ do hereby  
certify under the penalties of perjury that \_\_\_\_\_

\_\_\_\_\_, to my best knowledge and belief, has filed all  
state returns and paid all state taxes required under law and has complied with all state  
laws pertaining to contributions to the unemployment compensation fund and to  
payments in lieu of contributions.

The Business Organization Social Security Number or Federal

Identification No. is \_\_\_\_\_

Signed under the penalties of perjury this \_\_\_\_\_

day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Typed or Printed Name and Title of Corporate Officer

This statement should be signed and either a Social Security Number or Federal  
Identification Number should be included.

Under State law, any person failing to execute the attestation clause shall not be  
allowed by any municipality in Massachusetts to extend or renew a contract.

**Appendix C**  
**INSURANCE REQUIREMENTS**  
**LIMITS**

WORKMEN'S COMPENSATION	Per Statute
EMPLOYER'S LIABILITY INSURANCE	\$1,000,000
COMPREHENSIVE GENERAL LIABILITY	
Personal Injury	\$500,000 each occurrence
Bodily Injury	\$1,000,000 in the aggregate
Property Damage	\$1,000,000 in the aggregate
COMPREHENSIVE AUTOMOBILE LIABILITY	
Bodily Injury	\$500,000 each person/\$1,000,000 each accident
PROPERTY DAMAGE	\$200,000 per accident
PLUS COMPREHENSIVE LIABILITY	\$500,000 in the aggregate
UMBRELLA COVERAGE	
PROFESSIONAL LIABILITY (where applicable)	\$1,000,000

**Appendix D**  
**REFERENCE FORM**

Bidder: \_\_\_\_\_

IFB Title: \_\_\_\_\_

**Bidder must provide references for:**

[Fill in the appropriate requirements: for example, all contracts performed within the past two (2) years of similar size and scope to this contract; or all current contracts where the vendor's equipment has been operational for at least two (2) years; or other requirements that define an appropriate reference pool.]

- Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Reference: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Description and date(s) of supplies or services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attach additional sheets if necessary**

**Appendix E**  
**Prevailing Wage Rate Scheduled**

- See attached document from the Division of Occupational Safety.  
**(Not Applicable for Fire Ambulance Vehicle Bid)**

## **Appendix E**

### **STANDARD CONTRACT FOR THE TOWN OF BREWSTER GENERAL CONDITIONS**

#### **ARTICLE 1 - DEFINITION OF TERMS:**

1.1 The following terms or pronouns used in their stead wherever they appear in these Contract Documents shall be constructed as follows:

1.1.1 "Town" shall mean the Town of Brewster

1.1.2 "Contract" and "Contract Documents" shall include, as applicable, any Invitation for Bids or Proposals (Advertisement), Notice to Bidders, Specifications, Proposal, Contractor Certification, Repetitive Services Contract Provisions and any amendment thereto, which documents are incorporated herein by reference.

1.1.3 "Seller" shall mean the individual, partnership, corporation or other entity to whom this contract is awarded.

1.1.4 "Official" shall mean the officer acting in behalf of the Town in the execution of the contract.

#### **ARTICLE 2 - PERFORMANCE**

2.1 The Seller shall deliver all goods and/or services specified in the condition and in the manner described and shall conform to all determinations and directions, in accordance with provisions of this contract, of the Official concerning any question which may arise relating to the goods or services and their delivery.

2.2 The Seller shall, upon written request of the Official, remove from Town premises and replace any individual in the Seller's employ whom the official determines to be disorderly, careless or incompetent or to be employed in violation of the terms of this contract.

2.3 Any work papers, reports, questionnaires and other written material prepared or collected by the Seller in the course of completing the work to be performed under this contract shall at all times be the exclusive property of the Town. The Seller shall not use such materials for any purposes other than the purposes of this contract without the prior written consent of the Official.

2.4 In the event that this contract provides for reimbursement by the Town to the Seller for shipment, storage, insurance travel or other expenses, the Seller shall submit such proposed expenses to the Official for approval prior to their incurrence.

2.5 The Seller shall furnish such information, estimate or vouchers relating to goods or to documentation of labor or expenses as may be requested by the Official.

### ARTICLE 3 - ACCEPTANCE OF GOODS and SERVICES

3.1 The Town shall have a reasonable opportunity to inspect and accept or reject all goods delivered by the Seller. Services may be accepted or rejected by the Town based on quality and effectiveness of performance and achievement of the goals and objectives described in the scope of work or specifications contained in the Invitation for Bids or Request for Proposals.

### ARTICLE 4 - TIME

4.1 It is understood and agreed that any specified time of performance is of the essence of this contract.

### ARTICLE 5 - COMPENSATION

5.1 The Seller may, in the absence of a payment schedule, periodically submit to the Official invoices, itemizing goods, delivered and installed, or services rendered during the preceding period for which compensation is due and requesting payment.

5.2 Thereupon the Official shall estimate the value of goods and/or services accepted by the Town, and the Town shall pay to the Seller such amount less any sums retained under the provisions of Article 8 of these General Conditions.

5.3 The Town shall pay, in full and complete compensation, for goods delivered and services performed under this contract an amount not to exceed the amount shown on the face of this contract paid in accordance with the rate indicated or in accordance with a prescribed schedule.

## ARTICLE 6 - RELATIONSHIP WITH THE TOWN

6.1 The Seller is retained solely for the purposes of and to the extent set forth in this contract. Seller's relationship to the Town during the term of this contract shall be that of an independent contractor. The seller shall have no capacity to involve the Town in any contract, not to incur any liability of the part of the Town. The Seller, its agents or employees shall not be considered as having the status or pension rights of an employee; provided that the Seller shall be considered an employee for the purpose of General Laws c. 268A (the Conflict of Interest Law). The Town shall not be liable for any personal injury to or death of the Seller, its agents or employees.

## ARTICLE 7 - ASSUMPTION OF LOSS AND LIABILITY

7.1 Unless otherwise provided for in the contract documents, the Seller shall pay and be exclusively responsible for any and all debts for labor and materials contracted for by contractor for the rental of any appliance or equipment hired by contractor or for any expense incurred on account of goods to be delivered and installed under this contract.

7.2 Unless otherwise provided for in the contract documents, the Seller shall bear all loss resulting from any cause before delivery of goods and/or services is completed and after delivery of goods and/or services if the goods or services fail to conform to specifications.

7.3 The Seller shall assume the defense of and hold the Town, its officers, agents and employees harmless from any and all suits and claims against them or any of them arising from any act or omission or negligence of the Seller, its agents or employees in any way connected with performance under this contract.

## ARTICLE 8 - REMEDIES OF THE TOWN

8.1 If the seller shall provide goods or services in a manner which are not to the satisfaction of the Official, the official may request that the Seller refurnish such goods or services at no additional cost to the Town until approved by the Official. If the Seller shall fail to provide such goods or services or shall provide goods or services which are not

satisfactory to the Official, in the alternative may make any reasonable purchase or contract to purchase goods or services in substitution of those due from the Seller. The Town may deduct the cost of any substitute contract or nonperformance of service together with incidental and consequential damages from the contract price and shall withhold such damages from sums due to become due. If, after reasonable effort, the Official is unable to make any reasonable purchase or contract to purchase goods in substitution of those due from the Seller, the official may require the Seller to deliver all goods identified to the contract.

8.2 If the damages sustained by the Town as determined by the Official exceed sums due or to become due, the contractor shall pay the difference to the Town upon demand.

8.3 If the Seller fails to provide goods or services in a manner which is not to the satisfaction of the official, the Town will acquire a security interest in goods in its possession or control for any payments made on the price of the goods or the cost of the services and any expenses reasonably incurred in the inspection, receipt, transportation, care and custody of such goods and may hold the goods and resell them in a commercially reasonable manner to satisfy its security interest.

8.4 The Seller shall not be liable for any damages sustained by the Town due to the Seller's failure to furnish goods or services under the terms of this contract if such failure is, in fact, caused by the occurrence of a contingency and nonoccurrence of which was a basic assumption under which this contract was made, including, but not necessarily limited to, a state of war, act of enemies, embargoes, expropriation or labor strike or any unanticipated federal, state or municipal governmental regulation or under, provided that the Seller has notified the official in writing of such cause within fourteen (14) days of its occurrence.

8.5 This contract may be terminated at any time for the convenience of the Town at the option of the Official by delivering or mailing to the Seller at the Seller's business address a written notice of termination setting forth the date, not less than seven (7) days after the date of such delivery or mailing, when such termination for convenience, the Seller shall be compensated for all conforming goods delivered or services rendered to the effective date of said termination in accordance with the rates of compensation specified in this contract.

## ARTICLE 9 - REMEDIES OF SELLER

9.1 If damages, other than loss of nonconforming goods or of services not performed, are actually sustained by the Seller due to any act or omission for which the Town is legally responsible, the Town shall allow a sum equal to the amount of such damages sustained by the Seller as determined by the Official in writing, provided the Seller shall have delivered to the Official a detailed, written statement of such damages and cause thereof within thirty (30) days of the act or omission by the Town.

## ARTICLE 10 - PROHIBITION AGAINST ASSIGNMENT

10.1 The Seller shall not assign, subcontract or in any way transfer any interest in this contract without prior written consent of the Official.

## ARTICLE 11 - COMPLIANCE WITH LAWS AND PUBLIC POLICY

11.1 This contract is made subject to all laws of the Commonwealth of Massachusetts.

11.2 The Seller shall provide, at its sole expense, any and all necessary licenses, permits or other authorizations required by the Town, the Commonwealth of Massachusetts or any other governmental agency with property jurisdiction.

11.3 The Seller shall, where applicable, take out and maintain during the term of this agreement such Workmen's Compensation Insurance as may be reasonably necessary to protect the Seller from claims under General Laws, C. 152 (The Workmen's Compensation Law). Other pertinent coverage requirements are listed on the attachment entitled "Insurance Requirements".

11.4 The Seller agrees and shall require any subcontractor to agree not to discriminate in connection with the delivery of goods and the performance of work under the contract against any employee or applicant for employment because of sex, race, religious creed, national origin age, or disability. The Seller agrees and shall require any subcontractor to agree to post in conspicuous places notices to be provided

By the Massachusetts Commission Against Discrimination, setting forth provisions of the Fair Employment Practice Law of the Commonwealth.

11.5 The Seller's attention is called to General Laws c. 268 (The Conflict of Interest Law). The Seller shall not act in collusion with any town officer, agent, employee or any other party, nor shall the Seller make gifts regarding this contract or any other matter in which the Town has a direct and substantial interest.

## ARTICLE 12 - AVAILABLE APPROPRIATION

12.1 The contract is subject to the availability of an appropriation thereof.

12.2 If the contract is funded under a grant with the Federal Government, it is being executed without further appropriation pursuant to General Laws, c. 44, S 53A.

## ARTICLE 13 - RELEASE OF TOWN OF FINAL PAYMENT

13.1 Acceptance by the Seller of final payment from the Town for goods delivered or services rendered under this contract shall be deemed to release the Town from all claims and liabilities, except those of which the Seller notified the Official in writing within six (6) months after such payment.

Approved as to Form by Town Counsel.

**THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY.**

## TOWN OF BREWSTER

THE TOWN OF BREWSTER, a municipal corporation in the Commonwealth of Massachusetts, acting by its **Town Administrator**, (The Awarding Authority) through its **Chief Procurement Officer** (the Official) and \_\_\_\_\_, **Inc.**, (the Seller) agree, in accordance with provisions of the General Conditions attached hereto and incorporated herein, as follows:

### ARTICLE I - DESCRIPTION OF GOODS:

(See Page 11 of this Contract)

### ARTICLE II - TERMS OF DELIVERY:

(See Page 11 of this Contract)

### ARTICLE III - COMPENSATION:

The Town shall pay to the Contractor, as full compensation for services performed under this contract, an amount not to exceed:

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In no event shall the liabilities of or the payments to be made by the Town pursuant to this contract exceed this sum.

### ARTICLE IV - PERFORMANCE BOND:

As security for the performance of their duties under this contract, the Contractor shall deposit with the Town Account of the Town of Brewster, (A certified or bank check in the amount of **N/A** (payable to the Town of Brewster) or a performance bond in an amount equal to **N/A** (amount or percentage required) contract price issued by a surety company authorized to do business in Massachusetts.

## ARTICLE V - APPROPRIATION:

This contract is subject of an annual appropriation being available therefor, and the Town Accountant's Statement of Availability of an appropriation does not extend beyond the current fiscal year.

Approved as to Availability  
of Appropriation:

TOWN OF BREWSTER

\_\_\_\_\_  
Lisa Souve  
Finance Director/Town Accountant

By: \_\_\_\_\_  
Charles L. Sumner  
\_\_\_\_\_  
Town Administrator  
(Title)

\_\_\_\_\_  
Charles L. Sumner  
Chief Procurement Officer

SELLER

By: \_\_\_\_\_, Inc.  
(Name)

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
President  
(Title)

(Affix Corporation Seal Here)

Approved as to Form by Town Counsel.

THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY.

## CERTIFICATION OF AUTHORITY

### MEETING OF THE BOARD OF DIRECTORS

At a meeting of the Director of the \_\_\_\_\_  
\_\_\_\_\_ duly called and held at \_\_\_\_\_  
\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_ at which a quorum was present and acting, it was:

Voted that \_\_\_\_\_ the  
\_\_\_\_\_ of this Corporation is hereby authorized and  
empowered to make, enter into, sign, seal and deliver in behalf of this Corporation a  
Contract for \_\_\_\_\_

\_\_\_\_\_ with the Town of Brewster, and performance and payment bonds (each in the full  
amount of the contract) in connection with such Contract.

I do hereby certify that the above is a true and correct copy of the record, that  
said vote has not been amended or repealed and is in full force and effect as of this  
date and that \_\_\_\_\_

\_\_\_\_\_ is  
the duly elected \_\_\_\_\_ of this Corporation.

(Affix Corporate Seal) \_\_\_\_\_

Approved as to Form by Town Counsel.

THIS FORM IS VOID AND WITHOUT LEGAL EFFECT IF ALTERED IN ANY WAY.

Standard Contract  
Town of Brewster  
Page 10

## INSTRUCTIONS FOR AWARDING AUTHORITY

### DESCRIPTION OF GOODS - TERMS OF DELIVERY

There must be included a detailed "Description of Goods" and "Terms of Delivery" relating to Articles I and II of the contract. This requirement may be satisfied in several different ways. A proposal may be attached to and incorporated by reference into the contract as "Description of Goods" and "Terms of Delivery" clauses. Where proposals have not been developed by the Awarding Authority suitable for attachment to and incorporated in the contract, detailed clauses describing the goods and their delivery must be written directly in Articles I and II. Such separate Articles I and II may also be incorporated by reference into the contract.

The "Description of Goods" or proposal incorporated in the contract must in identifying the services to be performed specify, without limitation, the following information:

1. A detailed description of goods to be delivered and/or services to be rendered, including where applicable, reference to manufacturer's name, model number or name, lot, sample relied upon and intended use.
2. A detailed description of the warranties which shall accompany the goods or the standards by which services will be judged by the Town as accomplishing the goals or objectives for which they are being obtained.
3. Responsibility for any installation of goods or equipment and the employees, if any, to be hired by the Seller for installation, training or delivery of other services.
4. Material, if any, to be supplied by the Seller in conjunction with such installation or delivery of services. The "Terms of Delivery" clause, or proposal incorporated in the contract must specify, without limitation, the following information:
  - A. Time, place and manner of delivery.
  - B. Liability for risk of loss and insurance requirements.
  - C. Responsibility for the costs of any shipping, storage and insurance.

"Description of Goods" and "Terms of Delivery" clauses:

1.1 Contractor shall undertake to deliver the following:

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1.2 The Seller shall warrant the quality of the goods delivered as follows:

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1.3 In the course of such delivery, Seller shall perform but shall not necessarily be limited to the following duties:

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2.1 The Seller shall deliver the goods described as follows:

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